

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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**IN RE:**

**MICHAEL J. COCCHIOLA and  
TINA L. COCCHIOLA**

CHAPTER 13

CASE NO.: 16-12509-ref

Debtor,

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**1<sup>st</sup> Amended Chapter 13 PLAN**

1. The future earnings of the debtor are submitted to the supervision and control of the trustee and the debtor. **Debtor has paid \$3,650.00 to the trustee to-date:**

\$550.00 per month for 53 months beginning December 8, 2016 per month to be distributed by the Trustee under the Plan;

Debtor will file an adversary action against Guardian legal Council, Inc., to recover pre-petition monies in the amount of \$31,676.00 paid regarding a fraudulent debt settlement transaction. Debtor will commit the entire proceeds to the Plan upon receipt.

**The Plan is funded at \$62,450.00**

2. From the payments so received, the trustee shall make disbursements as follows:

(a) Full payment in deferred cash payments of all claims entitled to priority under 11 U.S.C. Section 507 to:

ROACH, LEITE & MANYIN, LLC:	\$1,500.00
Administrative Claim (see for 2016b for additional description)	

(b) Holders of allowed secured claims shall retain the liens securing such claims and shall be paid as follows:

MERCHANT'S BANK [POC#9]:	\$0.00
Debtor shall tender post petition payments directly to creditor outside of this Plan. (695 Winterthur Way, Easton, PA)	

HYUNDAI FINANCE [POC#10]:	\$0.00
Debtor shall tender post petition payments directly to creditor	

Auto Loan (2012 Hyundai Sonata) outside of this Plan.

BANK OF AMERICA, N.A. [POC#11]: \$0.00  
Debtor shall tender post petition payments directly to creditor outside of this Plan. (2309 Katie Court, Easton, PA)

(c) Holders of secured claims which debtor will seek to “Cram-Down” as follows:

**WELLS FARGO BANK HOME EQUITY** [POC#5]: \$0.00\*  
Second Mortgage (2309 Katie Court, Easton, PA)

(d) Subsequent to-pro rata with dividends to secured creditor, dividends to unsecured creditors whose claims are duly filed and allowed as follows:

**PRO RATA DISTRIBUTION**

3. The following executory contract of the debtor are rejected: **None**

4. All secured creditors subject to the Chapter 13 Plan as set forth shall retain all liens upon the appropriate motion on the subject property as each security agreement provides.

5. All liens which may be avoided pursuant to 11 U.S.C. Section 522(f) are hereby avoided.

6. Title to the debtors' property shall revert in the debtor on confirmation of a plan or upon dismissal of the case after confirmation pursuant to 11 U.S.C. Section 350.

Dated: 11/29/2016 /s/ Michael Cocchiola  
Debtor

Dated: 11/29/2016 /s/ Robert Leite-Young  
Attorney for Debtor

Acceptances may be mailed to Robert Leite-Young, Esquire, 6950 Castor Avenue, Philadelphia, PA 19149.